

**NOT TO BE PUBLISHED IN OFFICIAL REPORTS**

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SIXTH APPELLATE DISTRICT

In re JORDAN C., a Person Coming Under  
the Juvenile Court Law.

H034662  
(Santa Clara County  
Super.Ct.No. JV33202)

THE PEOPLE,

Plaintiff and Respondent,

v.

JORDAN C.,

Defendant and Appellant.

Jordan C., a minor, appeals from the juvenile court's order denying his motion to end his probation. We agree that his probation must end and will reverse the order.

**FACTS AND PROCEDURAL BACKGROUND**

Jordan C. admitted facts alleged in a juvenile delinquency petition (Welf. & Inst. Code, § 602).

Jordan C.'s admissions established that he burglarized the Cross residence in Gilroy on March 31, 2007. He stole an Apple iPod portable media storage device, an iPod docking station, \$150 in cash, a Hewlett-Packard laptop computer, and several bottles of liquor. The Gilroy Police Department investigation had already established that he had confessed to conduct amounting to theft of these items, though not burglary.

Jordan C. was apprehended and told the police that he was intoxicated and entered the Cross residence with intent to use the bathroom, which he urgently needed to do. After using the bathroom, he roamed around the house and took the items.

Jordan C.'s admissions further established that on April 29, 2007, he was operating a motor vehicle and was stopped by a Santa Clara County sheriff's deputy who thought he looked suspiciously young to be driving it (Jordan C. was 15 years old on that date) and noticed that the vehicle had a cracked windshield, in violation of Vehicle Code section 26710. The officer discovered that Jordan C. was drunk; the minor admitted that he had drunk about half a bottle of Jack Daniels brand whiskey.

The juvenile court sustained the delinquency petition and adjudicated Jordan C. to have committed first degree burglary (Pen. Code, §§ 459, 460, subd. (a)) and driven under the influence of alcohol (Veh. Code, § 23152, subd. (a)). The court made Jordan C. a ward of the court, placed him on probation, and enrolled him in the Juvenile Drug Treatment Program (Treatment Program) administered by the Juvenile Drug Treatment Court (Treatment Court) after the court, Jordan C., and Jordan C.'s counsel and mother entered into a written Treatment Court disposition agreement that set forth the terms of his participation in the Treatment Program.

The Treatment Court disposition agreement terms included a condition that probation would end when Jordan C. graduated from the Treatment Program. The agreement provided: "I . . . understand that, in the event that I am successful in completing all of the requirements under the program, the disposition which has been imposed but suspended, including custodial time, fines and fees, will never be imposed and my probation will be terminated." The agreement also specified that Jordan C. must abide by the probation terms and if he failed to do so they could be made more stringent and he could be found to have failed the program and would "be subject to immediate disposition" on his charges.

On the same day as the juvenile court signed the agreement, it ordered that Jordan C. pay \$480 in direct victim restitution to Gregory Cross. (Welf. & Inst. Code, § 730.6, subds. (a), (h).)

Fifteen months later, in December of 2008, the juvenile court found that Jordan C. had successfully completed the Treatment Program courses. The court was informed, however, that Jordan C. had paid only \$30 of the \$480 in restitution he owed to Cross and that Jordan C.'s father had given him the \$480 to reimburse Cross but Jordan C. had spent the money elsewhere.<sup>1</sup> The court directed Jordan C. to pay Cross \$30 per month until he had paid restitution in full and kept him on probation through the first half of 2009 to monitor his compliance through restitution review hearings.

In July 2009, Jordan C. moved to dismiss probation on the basis that the Treatment Court disposition agreement called for this result. The juvenile court denied the motion and maintained Jordan C. on probation.

On appeal, Jordan C. contends that he is entitled to have his probation dismissed pursuant to the Treatment Court disposition agreement. As noted, we agree and will reverse the order and direct dismissal of Jordan C.'s probation.

### DISCUSSION

Jordan C. first argues that the juvenile court violated a putative plea bargain by refusing to dismiss his probation after he had fulfilled his end of the asserted plea agreement by completing and graduating from the Treatment Program.

The People assert that the record contains no evidence that Jordan C. negotiated a plea bargain for a Treatment Court disposition with the prosecutor. Jordan C. is unable to

---

<sup>1</sup> This information may have been inaccurate. At a hearing held on July 15, 2009, counsel for Jordan C. represented that she thought he had been unsuccessful in obtaining the money from his father. Jordan C.'s father had recently given him \$150 and counsel would direct him to pay that amount through the restitution channel.

counter this assertion in his reply brief and we will accept the People's description of the state of the record. Certainly we see no evidence of such a plea bargain.

Jordan C. further argues that the juvenile court breached the terms of the Treatment Court disposition agreement by refusing to dismiss his probation upon graduation from the program. He asks for specific performance of the agreement.

A juvenile court disposition usually is not construed by resort to civil contract principles. We nevertheless agree that Jordan C. is entitled to relief.

Although this is not identical to a plea bargain case, the juvenile court promised that it would end Jordan C.'s probation when he graduated from the Treatment Program. The juvenile court clearly and expressly stated that probation would end. We therefore find unavailing the People's theory that the Treatment Court disposition agreement is nothing but a unilateral acknowledgment by Jordan C. of the Treatment Program's requirements. We also find unpersuasive the People's argument that the Treatment Court disposition agreement should be interpreted as a whole (Civ. Code, § 1641) to give effect to various general provisions, notably those requiring Jordan C. to "follow the rules and conditions of the program," "abide by the terms and conditions of my Treatment Plan, any conditions of Probation to which I am subject," and "follow . . . other Court orders"—conditions that may be said to incorporate the court's order to pay victim restitution. Be that as it may, a specific contract provision trumps more general ones. (Code Civ. Proc., § 1859; *Continental Cas. Co. v. Zurich Ins. Co.* (1961) 57 Cal.2d 27, 35.) The agreement recited that Jordan C.'s disposition "will never be imposed and . . . probation will be terminated" on graduation from the Treatment Program. That is the most specific clause at issue in this controversy.

In summary, the juvenile court promised Jordan C. that it would end his probation when he graduated successfully from the Treatment Program. He graduated; accordingly, the juvenile court must dismiss his probation.

## DISPOSITION

The order denying Jordan C.'s motion to dismiss probation is reversed. The juvenile court is directed to dismiss Jordan C.'s probation.

---

Duffy, J.

WE CONCUR:

---

Bamattre-Manoukian, J.

---

Mihara, J.